

Bidding Requirements, Contract Forms and Conditions of the Contract**UNIT PRICE BID FORM**

Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the JCI Residential, LLC:

Solicitation No.:	CLMC814
Project:	12001 S. IH 35 16-inch Water Main
CIP ID No.:	3533.120

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
SP-101S-C	1	LS	Preparing Right of Way	\$ 25,000.00	\$ 25,000.00
TxDOT 530	247	SY	Concrete Driveway	\$ 65.00	\$ 16,055.00
509S	5389	LF	Excavation Safety Systems	\$2.00	\$10,778.00
510-AW 16" Dia.	992	LF	Pipe, 16" Dia., Ductile Iron, (All Depths), Including Excavation and Backfill	\$ 108.00	\$ 107,136.00
510-AW 6" Dia.	36	LF	Pipe, 6" Dia., Ductile Iron, (All Depths), Including Excavation and Backfill	\$ 45.00	\$ 1,620.00
510-AWRJ 16" Dia.	4397	LF	Factory Restrained Joint Pipe, 16" Dia., Ductile Iron, (All Depths), Including Excavation and Backfill	\$ 117.00	\$514,449.00
510-AWRJ 8" Dia.	40	LF	Factory Restrained Joint Pipe, 8" Dia., Ductile Iron, (All Depths), Including Excavation and Backfill	\$ 55.00	\$ 2,200.00
510-JR 36" x 16" Dia.	1	EA	Wet Connections, 36" Dia. X 16" Dia.	\$ 16,000.00	\$ 16,000.00
510-JR 16" x 16" Dia.	1	EA	Wet Connections, 16" Dia. X 16" Dia.	\$ 12,500.00	\$ 12,500.00
510-KWW	8.4	TON	Ductile Iron Fittings (including Horizontal Bends, Vertical Bends, Tees)	\$9,000.00	\$75,600.00
511S-A 16"	13	EA	Valves, Gate, 16" Diameter	\$8,000.00	\$104,000.00
511S-B	6	EA	Fire Hydrants	\$5,000.00	\$30,000.00
511S-A 8"	2	EA	Valves, Gate, 8" Diameter	\$3,500.00	\$7,000.00
511S-A 6"	6	EA	Valves, Gate, 6" Diameter	\$2,800.00	\$16,800.00

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511S-A 6"	13	EA	Valves, Drain, 6" Diameter	\$2,500.00	\$32,500.00
511S-A 2"	12	EA	Valves, Air Release, 2" Diameter	\$7,000.00	\$84,000.00
593S-B	15	EA	P.C. Concrete Retards	\$327.00	\$4,905.00
604S-C	23187	SY	Native Seeding for Restoration	\$ 0.50	\$11,593.50
610S-A	930	LF	Protective Fencing Type A Chain Link fence (Typical Application-high damage potential)	\$7.00	\$6,510.00
641S	1	EA	Stabilized Construction Entrance	\$2,500.00	\$2,500.00
642S	3986	LF	Silt Fence for Erosion Control	\$4.00	\$15,944.00
648S	2114	LF	Mulch Sock for Erosion Control	\$3.00	\$6,342.00
700S-TM	1	LS	Total Mobilization Payment	\$72,955.00	\$72,955.00
702S-G	40	LF	Removing and Relocating Existing _Ft. Wire Fence	\$5.00	\$200.00
803S-CD	75	CD	Barricades, Signs, and Traffic Handling	\$300.00	\$22,500.00
SP510-AW-REM	7.5	LF	Remove Existing 16" DI Pipe and Restrained Plug per "Offsite 16" DI Water Main" to make connection of New 16" DI pipe (all depths), including Excavation and Backfill	\$115.00	\$862.50

BASE BID	one million one hundred ninety-nine thousand seven hundred fifty dollars and zero cents	\$ 1,199,750.00
(Words)		(Figures)
Base Bid includes Trench Excavation Safety Systems & Special Shoring		

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.
- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

TOTAL BID	\$ 1,199,750.00
Includes Base Bid plus Subtotal Allowances and Alternate 1 plus Alternate 2 plus Alternate 3, (if accepted at Contract Execution)		

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

Notes:

1. **MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

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Optional Information on Bid Prices Submitted by Computer Printout: In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of ninety (90) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties. The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or,
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within **FORTY-FIVE (45) Calendar Days**.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within THIRTY (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

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The Bidder further agrees that should the Bidder fail to **finally** complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the OWNER elects to pursue any other action allowed by law.

WAIVER OF ATTORNEY FEES: In submitting the Bid, in consideration for the waiver of the Bidder's right to attorney's fees by the OWNER, the Bidder knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder.

Therefore, the Bidder and the OWNER agree that for each and every **Calendar** Day the Work or any portion thereof, remains incomplete after the **Substantial** Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of **Two Hundred Fifty** dollars (**\$250**) per **Calendar** Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.

If both Substantial and Final Completion dates have been specified, the Bidder and the OWNER further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, "Time of Completion", payment will be due to the OWNER in the amount of Two Hundred Fifty dollars (\$250) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due.

In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

MINOR INFORMALITY: OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	9/17/2020	Received	9/17/2020
Addendum No. 2 dated	9/23/2020	Received	9/23/2020
Addendum No. 3 dated	10/2/2020	Received	10/2/2020
Addendum No. 4 dated		Received	

BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

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BIDDER's CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Bidder, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

BIDDER's CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475): The undersigned Bidder certifies that it has read Section 00475 Nonresident Bidder Provisions and Bidder certifies that Bidder is a resident of Texas (Bidder must write in the blank the state of which Bidder is a resident).


Bidder will initial the blank set forth below to represent and certify that the Bidder has completed and enclosed the corresponding Bid Documents with the Bid.

MG MBE/WBE Compliance Document

MG One copy of Total Bid Form if Bid is submitted electronically via Austin Finance Online

MG Bid Guaranty

The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.



Corporate Secretary, *if Bidder is a Corporation

lily@qacsi.com

Email for Secretary

(Seal)

QA Construction Services, Inc.

Bidder

Marcos Gutierrez 

Authorized Signature/Print Name

CEO

Title

10/8/20

Date

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5811 Blue Bluff Road Austin, TX 78724

Address

512-637-6120

Telephone Number / FAX Number

marcosjr@qasystems.com

Email for Person Signing Bid

aida@qacsi.com

Email for Bidder's Primary Contact Person

Bidding Requirements, Contract Forms and Conditions of the Contract**EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT**

Project Name:					
CIP ID #:					
IFB #:					
Bid Item #	Bid Item Description	Unit	Qty	Unit Bid Price	Total Amount
Total					
Proposal:					
<p>(YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the Bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total Bid amount shown will be read as its total Bid. In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder.</p> <p>Signed: _____</p> <p>Title: _____ Date: _____</p>					

END

AGREEMENT SECTION

Section 00500

**STATE OF TEXAS
COUNTY OF TRAVIS**

THIS AGREEMENT is made and entered into by and between the JCI Residential, LLC, Limited Liability Corporation, organized and existing under laws of State of Texas, acting through Ross Hamilton, its duly authorized designee, hereinafter referred to as the "OWNER," and _____, of the City of _____, County of _____, and State of _____, hereinafter referred to as the "CONTRACTOR."

In consideration of the promises, performances, payments and agreements set forth herein CONTRACTOR hereby agrees to commence and complete the following Project:

_____ and all Work in accordance with the Project Manual, Drawings and Addenda, which are incorporated herein by reference and made a part hereof and which have been prepared by _____ and approved by OWNER, and OWNER agrees to pay the CONTRACTOR the total amount of:

\$	
(Figures)	(Words)

The CONTRACTOR hereby agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to <substantially> <finally> complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within _____ (____) <Working> <Calendar> Days. <If a Substantial Completion date has been specified, the CONTRACTOR further agrees to reach Final Completion within <____> (<____>) <Working> <Calendar> Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.> Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the OWNER, the CONTRACTOR knowingly and intentionally waives its right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

OWNER agrees to pay CONTRACTOR from available funds for performance of the Contract in accordance with the Bid and the provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The OWNER's payment obligations are payable only and solely from funds available for the purposes of this Agreement.

